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YORK (Township), Ontario. Citizens

APPEAL

TO

RATEPAYERS.

Against Monopoly.

YORK TOWNSHIP

VS.

TORONTO AND RICHMOND HILL STREET RAILWAY

GRAB.

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READ AT ONCE!

(RECORDER JOB PRINT.)

APPEAL

RATIFYERS

Against Monopoly

THE
NATIONAL
ASSOCIATION
OF
PATENT
ATTORNEYS
AND
SOLICITORS
IN
LAW

NEW YORK: 1892

TOWNSHIP OF YORK

IMPORTANT NOTICE.

RATEPAYERS GUARD YOUR INTERESTS.

FELLOW RATEPAYERS OF THE TOWNSHIP OF YORK :

The vital interests of the Township are in peril ; and we feel it our duty to address you for the sake of our common welfare. Seldom, indeed, have the Ratepayers of this Township been obliged to obtain, and print, and circulate information in order to prevent a grievous and lasting wrong to the Township. Now, however, that occasion has come ! We are compelled to lay before you the following information, only just obtained, to enable you to know the true position of this serious matter.

From the vault in the Township Hall at Eglinton we have had to procure information ; and we send you herewith printed copies of the following documents :—

1. Agreements—Township of York with Toronto and Richmond Hill Street Railway Company.

2. Proposed By-law—Giving the Railway the Franchise on 20 miles of Township Roads.

3. Notice of Application to Legislature for powers to benefit this Railway.

These will enable you to judge fully and fairly for yourselves. Examine them and you will realize the truth of the following statements.

The agreement is reckless and ruinous to the Township !

It will plunge the Township in litigation !

Valuable rights are rashly surrendered !

The Township has to buy back what it gives away !

No adequate indemnity for damages !

The Township must pay ! No sufficient guarantees !

No penalties !

It is all one-sided in favor of Railway !

Proper safeguards are omitted !

We are at the mercy of this monopoly !

WE SUBMIT THE PROOFS.

1. The agreement with the Railway Co. was made the 7th March, 1892, and amended on the 30th July, 1892.

2. A search in the Provincial Secretary's office shows that on the 31st day of December, 1892, the following eight persons compose the Toronto and Richmond Hill Street Railway Company (Limited), viz : John Blacklock, Hector Cameron, P. G. Close, P. W. Ellis, R. Y. Ellis, M. C. Ellis, W. G. Ellis and A. E. K. Greer.

3. That search further discloses that each one of these gentlemen has subscribed for \$1,000 of stock, and that the amount paid up by each is \$100.

By the agreements referred to and the proposed by-law, you will observe that

THE TOWNSHIP OF YORK

1. *Gives* to the Company railway monopoly over about **20 miles** of the Township Roads. (See Section 1 page 9.)

2. *Gives* this franchise absolutely for nothing for the period of **20 years**.

3. *Gives* the right of renewals for a total term of **80 years** at least. This franchise cannot be terminated sooner than the end of 20 years, and then only by the Township paying the Company for all their chattels, rolling stock, plant, and real estate as well as the *Franchise* now given them, at the value determined by arbitration. (See Sections 17 and 18 page 12.)

4. *Gives* the right to cut off other Street Railway communication between the north part of the Township and Toronto.

5. *Gives* the exclusive right of way—neither building a railway themselves nor letting others do so—for **20 years** over about **15 miles** of the Township Roads, provided only they build a continuous line to Newtonbrook within three and a half years. (See Section 20 page 12.)

6. *Gives* the sole franchise for **5 years** over the whole of the **20 miles** of roads, in case it has completed within two years the small portion between Toronto and Yonge Street via Bedford Park. (See Section 19 *a* page 12.)

7. *Gives* the privilege of abandoning the road at any time without notice and without becoming liable for damages for so doing.

8. *Gives* this Company—with only \$800 of paid up capital—the opportunity of asking bonuses; and the Company claims to have already secured bonuses amounting to **\$60,000**; or \$75 of ratepayers' money for each \$1. of paid up stock in the Company.

9. *Gives* this Company the right to construct the Railway on the side of the road in many portions of the Township; and if required to remove such Railway to the centre of the road, the owners of the property benefitted by such removal are bound to pay one-half the cost of such removal and relaying of the Railway.—[See Section 3 page 9; also Section 21 page 12.]

10. *Gives* this Company power to hold the Franchise by running two separate and distinct cars each way morning and evening upon one day only every two weeks.—[See amended Section 10 page 10; also amended Section 26 page 13.]

11. *Gives* the Company power to run *steam engines* on their lines from 10 p.m. to 5 a.m.—[See Section 23 page 13.]

12. *Gives* this Company power to receive from the Township upon construction all the monies levied on ratepayers without reserving one cent as a guarantee for the operation of the road.—[See Bonus By-Law published in "Recorder."]

13. *Gives* this Company the *key* to railway communication, between the Township of York and the City of Toronto.

14. *Gives* the Company the right to sell this valuable franchise without the Township benefitting to the extent of a single dollar.
15. *Gives*, in short, everything for nothing.

WHAT, NOW, DOES THIS COMPANY GIVE ?

Not a cent for the franchise !
 No guarantee for the construction !
 No compensation for default !

HOW THEN STAND THE TOWNSHIP INTERESTS ?

1. The Township gives away a franchise of great value for nothing, and the Railway is to be built with ratepayers' money.
2. It will cost the Township a vast sum to get rid of this Company by buying the chattels, rails, tramways and ALL real and personal property in connection with the working of the Railway and acquired by the monies of the ratepayers, and which property cost these gentlemen nothing.
3. It will saddle the Township with a tremendous debt to get rid of this Company by paying the enormous value of the very franchise that is now given for nothing. This is really an alarming feature !
4. Litigation has already resulted from this objectionable transaction, and for the costs the Township is responsible ; and other and costlier litigation will surely follow.

NOW FELLOW RATEPAYERS, we are convinced that the demands of this Railway Company are unjust and unfair to you and to ourselves ; that they offer no proper or adequate consideration for the rights, privileges and sums of money being asked from the ratepayers of the Township of York ; and we therefore invite your immediate support to defeat the projects of a Company, selfish in their aims, certain to be burdensome to us and to our children, and most detrimental to the immediate and prospective development and interests of the Township of York, where we have our homes and our properties.

In conclusion we request you to attend with us at the Town Hall, Eglinton, on Monday the 6th day of March next, at 2 p.m., when the proposed by-law comes up for consideration and to assist us with your presence and your influence.

Township of York, Feby. 15th, 1893,

Yours faithfully,

JAMES ARMSTRONG.

T. W. MULHOLLAND.

JOSEPH GIBSON.

JOHN BUCHANAN.

JOHN T. MOORE.

P. H. BRYCE.

ROBT. DAVIES.

GEO. JACKSON.

WM. F. BOAKE.

JOSEPH WATSON.

JAMES S. FULLERTON.

ELIJAH ARMSTRONG.

JOSEPH JACKES.

SAMUEL STEWART.

F. J. DUNBAR.

J. K. MACDONALD.

JOHN GOULDING.

AGREEMENT OF 7th MARCH, 1892.

THIS INDENTURE made in duplicate the Seventh day March, A.D. 1892,

BETWEEN

THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF YORK, hereinafter called the "Council," of the First Part,

AND

THE TORONTO AND RICHMOND HILL STREET RAILWAY COMPANY, Limited, hereinafter called "The Company," of the Second Part.

WHEREAS the said Company has by Letters Patent under the Great Seal been constituted by way of a Charter, a body corporate and politic under the name of "The Toronto and Richmond Hill Street Railway Company, (Limited)," being empowered by virtue of such Letters Patent among other things to construct, maintain, complete and operate, and from time to time to remove and change as required a single or double iron or steel railway, with necessary side tracks and turn-outs for the passage of cars, carriages and other vehicles adapted to the same, upon and along such of the streets or roads in the Municipality of the City of Toronto, the Township of York and other Municipalities interested as the Councils of the said Municipalities or any of them may by By-law authorize, and over and upon lands purchased or leased by the said Company for that purpose, and to take, transport, and carry passengers and freight upon the same by the force or power of animals, or by such other motive power as such Company thinks proper, and as such Municipal Councils authorize, and to construct and maintain all necessary works, buildings, appliances and conveniences connected therewith, and if required, to generate, produce and distribute electricity to be used as a motive power and for lighting and heating the said Company's property, and for Street Railway purposes only, but subject always to the provisions of the "Act to authorize the construction of Street Railways," being Chapter 171 of the Revised Statutes of Ontario, 1887, and all the rights, powers, and privileges contained in the said Act, and subject further to the necessary agreements to be from time to time entered into by the said Company with the Municipal Corporations, Companies and individuals interested and concerned, or any of them.

AND WHEREAS the said Company has applied to the Council to permit and sanction the construction and operation by said Company of a single or double track Street Railway upon or along certain streets, roads and highways in the Township of York hereinafter more particularly set out and described.

AND WHEREAS the Council has agreed to grant such permission and sanction to such Company upon the terms and conditions hereinafter set forth, and to enter into such an agreement with the said Company as is hereinafter contained.

AND WHEREAS a former agreement in respect of the matters hereinafter contained bearing date the 8th day of June 1891, was made and entered into between the said Council and Patrick G. Close, Gentlemen; Philip William Ellis, Manufacturer; John Blacklock, Manufacturer; Albert E. K. Greer, Barrister-at-law, and Hector Cameron, Queen's Counsel, who have, since the execution of such agreement by Letters Patent, become incorporated as a body corporate under the name of The Toronto and Richmond Hill Street Railway Company, (Limited), as aforesaid.

AND WHEREAS this agreement cancels and makes void and of no effect the last mentioned agreement, and all other agreements hitherto made and entered into by the said Council with the persons named in the preceding recital hereof in their individual capacities or otherwise in regard to Street Railway franchise in the Township of York.

NOW THIS INDENTURE WITNESSETH that the said Council and Company have covenanted and agreed and by these present do covenant and agree each with the other of them in their respective corporate capacities as follows, that is to say :

(1) That the said Company, their successors and assigns, be permitted without let or hindrance from the said Council, their successors and assigns, to construct, maintain, complete and operate and from time to time to remove and repair an iron or steel single railway track, with the necessary culverts, switches and turn-outs; such switches and turn-outs not to exceed two per mile in number besides one at each end of the track, but such switches and turn-outs shall be constructed only where streets or roads are at least sixty-six feet wide, and each switch shall not be more than four hundred feet in length clear of curves for the passage of cars, carriages and other vehicles adapted to the same, in upon and along those parts of the following streets, avenues and roads in the Township of York hereinafter described, that is to say :

[THEN FOLLOW THE STREETS AND ROADS SET OUT IN THE BY-LAW ON PAGE 14 HEREOF.]

Or along and upon such hereinbefore described parts of streets, roads or avenues or any of them as the said Company may deem from time to time advisable, together with switches or turn-outs for the purpose of leading to or from their railway or tram-way to the Belt Line and also to power houses of said Company, and that said Company be permitted to erect and maintain such posts and wires upon and along said roads, streets or avenues or any of them, as the said Company may from time to time deem requisite or necessary for the distribution of electricity to be used as motive power or for lighting the said Company's property or for street Railway purposes, such posts to be erected on the side of said roads in all cases.

The said Street Railway shall be of approved construction and shall be worked under such regulations as may be necessary for the protection of the inhabitants and the general public and being subject always to the provisions of this agreement, and in all places where the track and switches and turn-outs are constructed in the centre or upon any part of the graded portion of the road the said Company, their successors or assigns, shall macadamize or plank the road between the rails of such track and siding and to a distance of eighteen inches beyond the rail next the travelled portion of such highway, the full length of such siding.

(2) All works necessary for constructing and laying down the railway or tramway shall be made in a substantial manner according to the then best modern practice in use in the City of Toronto, under the supervision of the Township Engineer for the time being, and to the satisfaction of the Council.

(3) The roadway, track and rails of said railway or tramway shall be located and constructed along the centre line or graded portion of Spadina Road, Avenue Road and Poplar Plains Road, Kendal Avenue, Walmer Road, Austin Terrace, Eglinton Avenue, Bridgman Street or Avenue, Huron Street, Clinton Avenue, Lawton Avenue, St. Clair Avenue and the road north of Moore Park known as Moore Avenue and Alice Street.

On all other roads above mentioned running north and south on east side of road except Forest Hill Road, where the location shall be on the westerly side, and on the roads running east and west, on the south side, except where a different location is absolutely necessary in the opinion of the Company and the Township Engineer.

(4) Wherever the Railway or Tramway or switches is or are constructed upon the centre line or graded portion of the roadway all the space between the rails and at least one foot six inches immediately adjoining the outside of each rail as directed by the Township Engineer or by the Council, shall be paved or macadamized and kept constantly in good order and repair, and shall be maintained as nearly flush as can be with the top of the rails of the said railway or tramway by the said Company, their successors or assigns, and in all cases the said Company their successors and assigns, shall also be bound to construct and keep in good repair, crossings of a character approved by the Council within the limits aforesaid at the intersection of every such railway or tramway with any other railway or tramway, track and cross street or highway now opened or that may hereafter be opened, and wherever bridges, culverts or waterways are found necessary for drainage or other

purposes in the opinion of the Township Engineer or the Council, and those culverts or waterways already constructed shall be extended as directed.

(5) The track and turn-outs shall conform to the grades of the streets, roads or avenues or such other grades as may be furnished by the Township Engineer or the Council, and the said Company shall not in any way change or alter the same without the approval of the said Engineer or said Council, but in all cases where it is found necessary in determining the grades of the said railway or tramway, to lay the same in the centre of the graded portion of the road at a different grade from the street or road, then, in such cases, when required by the said Engineer or said Council, the said Company, their successors and assigns, shall make up or depress the grade of the said street to conform with the grade of the railway or tramway as the case may be.

The top of the rails when in the centre of the street or upon the graded portion of the road shall be laid flush with the level of the street and shall be always so kept, and the gauge of the said railway or tramway running along the centre line or graded portion of the roadway shall be uniform with the Standard Railway Gauge in the discretion of the Company.

The rails of the tramway or railway may be of the form of rail commonly known as the " T " rail, in the discretion of the Company, and said roadway shall be constructed subject to the approval of the Township Engineer and the Council, and said Company, their successors and assigns, shall cause to be constructed at all intersections of streets and entrances to private property existing or hereafter opened, fender planks of such material and in such manner as directed by said Engineer or said Council. The grade of the Street or roadway shall be constructed and maintained in such manner as shall be directed by the Township Engineer or Council.

(6) The location of the line of railway in the said streets or highways shall not be made until the plans thereof showing the position of the rails and other works on said streets shall have been submitted to and approved of by the Council and the Township Engineer.

(7) That the said Council, their successors and assigns, shall have the right to take up any part of the streets or highways traversed by the rails, either for the purpose of altering the grade thereof, constructing and repairing of drains, culverts, bridges or side crossings or for laying down or repairing gas or water pipes, and for all other purposes within the province and privilege of a Municipal Corporation, without the said Company, their successors or assigns being entitled to any compensation for damages or otherwise occasioned to the working of the railway or tramway or works connected therewith, and in prosecuting such works, should any change be made in the grade of the said roads, streets or avenues by orders of the said Engineer or the said Council, their successors or assigns, the said Company, their successors and assigns, shall without delay make their road or track conform with such changed grade of road so made.

(8) The rails and cars to be used by the said Company, their successors and assigns, shall be of the latest approved pattern.

(9) All persons using the road shall be at liberty to travel upon the portion of the said roadway occupied by the said railway or tramway, and in the same manner as upon other travelled portions of the highway, and vehicles of every description are to be allowed upon such portion of the said highway, and the wheels thereof upon the rails without charge by the said Company, their successors or assigns, it being provided however, that the cars both for passengers and freight respectively of the said Company, their successors or assigns, shall have the first right-of-way over the said railway or tramway and all vehicles or persons travelling on that portion of the said highway occupied by the said railway or tramway, shall turn out upon meeting or being overtaken by any of the said cars (freight or passenger), belonging to the said Company, their successors or assigns, so as to give them, (the latter) full right-of-way.

[THE WORDS IN *italics* ARE THE AMENDMENTS MADE BY THE AGREEMENT OF THE 30TH JULY 1892.]

(10). The said Company their successors and assigns, shall except when prevented by reason of strikes, civil commotion, or act of God run at least two *separate and distinct* pas-

senger cars each way morning and evening *of each day excepting Sunday* and in accordance with a regular time-table to be settled and approved by the Council and at such hours as will best meet the wants of the residents and the general public, but that in no event shall the said Council compel the said Company their successors or assigns to run more than two *separate and distinct* passenger cars each way *each* morning and evening *of each day excepting Sunday*.

(11). In case the electric motors or cars used by the said Company, their successors or assigns, in operating said road whilst passing along the railway or tramway, shall cause alarm to any horses travelling or being upon said roadway with vehicles or otherwise, the said motors or cars shall, if necessary, be stopped to enable the horses so alarmed to pass, and the servants of the said Company shall assist the person or persons as aforesaid to pass, so as to prevent accident or injury to the person or persons, horse or horses, vehicles or other property of persons travelling, using or being upon said road or highway. So far as safely can be done without causing alarm or injury to horses or vehicles upon said roadway, the speed of the cars may be increased, not however to exceed at any time twelve miles per hour where the tramway is on the centre or travelled portion of the road, in all other places the speed may be increased to eighteen miles an hour.

(12). Sleighs or other conveyances may be used for facilitating the running of the freight and passenger cars belonging to the said Company over and along any part of said roads, streets and avenues.

(13). When in the opinion of the Township Engineer or the said Council, the accumulation of ice and snow is sufficient to impede the running of said cars, the said Company shall on receiving notice from him or them, remove the same or provide sleighs or other conveyances as provided in the preceding section, and no snow or ice shall be placed upon any portion of the highway without first having obtained the permission of the said Engineer. And when the snow is removed from the said track, the said Company shall slant down the snow on the roadway so as to be convenient for the travelling public to the satisfaction of the said Engineer.

(14) No higher fare than five cents shall be charged for the conveyance of each passenger the full distance one way between the northerly limit of the City of Toronto and York Mills or ten cents for one continuous passage from the northern limits of the City of Toronto to Newtonbrook or vice versa.

(15) The said Company, their successors or assigns, shall be liable for all damages occasioned by reason of the building of said tramway or repairing of the same and the existence of the rails and poles of the said Company upon the said streets, avenues and roads, and the said Company, their successors and assigns, shall hold the said Council and their successors and assigns in all respect harmless in respect thereof, and shall pay to the said Council or their successors or assigns all sums payable by or recovered against the said Council or their successors or assigns in respect of any such claims, together with all costs of or incidental to such claims incurred by the said Council or their successors or assigns.

(16) In the event of the said Company, their successors or assigns, neglecting to keep their track or road, or crossings or ballastings in good condition according to the terms of this agreement, or to have the necessary repairs made thereon according to this agreement, the said Council may give notice requiring such repairs to be made within ten days, and it is agreed between the parties hereto that a certificate of the Township Engineer for the time being as to the necessity of such repairs being made in order to keep the said track or roadway or crossing in good condition, shall be binding and conclusive upon said Company, their successors and assigns and if, after such notification given requiring such repairs to be made the said Company, their successors and assigns, do not within one week begin and carry to completion with all reasonable diligence and complete within fifteen days from the receipt of such notice, or such further time as the said Engineer may allow, then the same may be done by the Council at the proper expense and cost of the said Company, and if such expense and costs are not paid within three months from the date when payment is demanded, then the cost so incurred shall be a first lien upon the road and plant of the Company.

(17) All rights in respect of the privilege and franchise granted under and by virtue of this agreement hereby become vested in the said Company, their successors and assigns, and shall extend over a period of twenty years, and over renewals of such franchise and period as hereinafter mentioned.

(18) Upon the expiration of the privilege and franchise granted by this agreement, the said Company shall be entitled to a renewal of the same. And, upon the expiration of such renewed term, the said Company shall be entitled to further renewals thereof upon such terms and subject to such conditions, covenants, provisos and stipulations as may be agreed upon between the Council and their successors on the one part, and the Company their successors and assigns on the other part, and in case said parties are unable to agree, then upon such terms, conditions, covenants, provisos and stipulations as may from time to time on each such renewal be determined upon by arbitration to be appointed under the provisions of the Municipal Act, provided however, that at the expiration of the existing privilege and franchise granted as aforesaid by this agreement the Council may upon giving notice in writing of their intention to the Company twelve months prior to the expiration of the said existing privilege and franchise, assume the ownership of the said privilege, franchise, rails and tramways, and all real and personal property in connection with the working thereof on payment of the value of the same to be determined by arbitration.

(19a) That the said Company, their successors and assigns shall construct and have open for travel and operate a continuous line of railway from the City of Toronto northward by way of Forest Hill to a point on Yonge Street at lots numbers Thirteen or Fourteen in the First Concession of the Township of York, within two years from the date of the execution of this agreement, and the balance of said line of railway or tramway shall be constructed and opened for traffic within five years from the date of the execution of this agreement, and in default thereof the said Company their successors and assigns, shall forfeit all the rights and advantages granted by this agreement or acquired thereunder in respect of those streets, roads or highways hereinbefore mentioned on which rails have not been laid for Street Railway purposes in compliance with the terms of this agreement, and all such rights and advantages as to such last mentioned roads, streets and highways, shall cease and determine as if this agreement had not been granted and as if the consent of the Council had not been obtained under and by virtue of these presents.

(19b) The said Company shall hereby have the right to lay such rails in the centre of any or all of such streets, roads or highways where necessary, subject to the observance of conditions and agreements herein contained.

(20) The said Company, their successors and assigns, shall, subject to the observance of the conditions mentioned in clause (19 a) hereof, have the exclusive right, franchise and privilege to construct, maintain and operate a single railway or tramway in, along and upon the said streets, roads, avenues and highways as hereinbefore described; provided however, said tramway is completed and operated from the northern limits of the City of Toronto to Newtonbrook, Lot Twenty-three on Yonge Street within three years and six months from the execution of this agreement, subject to the observance of the conditions and agreements herein contained.

(21) After the expiration of the said period of twenty years and upon a five years' notice in writing to the Company, their successors and assigns, having been previously served upon such Company, their successors and assigns, should the Council so desire it in the interests of the public, the said Company, their successors and assigns hereby agree to remove the rails or any portion of them, where laid on the side of the road, to the centre or graded portion of the highway, and to macadam and maintain the same, subject to the same terms and conditions and regulations as are in force in respect of the other portion of the said Street Railway, where the track is already laid in the centre or graded portion of the roadway, the expense of such removal and relaying of the same to be borne and paid in equal proportions by the said Company, its successors and assigns, and the owners of the property benefitted thereby.

(22) Notwithstanding anything in this Indenture to the contrary contained the said Council reserves to itself the right to construct sewers, and to grant, cede or consent to

any other Company, persons or corporations the privilege to construct sewers across and along said roads, and to construct and operate a railway or railways or tramway or tramways across the said streets, roads or avenues, at such point or points on said streets, roads or avenues, as said Council may see fit in as ample a manner as if this agreement had not been entered into. And the said Company, their successors and assigns hereby consent to the construction of said sewers across and along the said roads and the construction and operation of said railway or tramway line or lines across the said roads, streets and avenues without claim, charge, let, molestation or hindrance of any kind whatsoever.

(23) No motive power other than steam, electricity or horse power shall be used on the said Street Railway without the consent of the Council first had and obtained, in any way or at any time. If the steam power is used, no other engine than that kind known as a "dummy" shall be used, but such engine shall only be used between the hours of 10 p.m. and 5 a.m.

(24) The services of the said Township Engineer in all cases shall be paid by the said Company.

(25) That the said Company, their successors and assigns, shall be subject to all By-Laws of the said Township of York now in force or that may be hereafter passed in respect of highways as far as practicable.

[THE WORDS IN *italics* ARE THE AMENDMENTS MADE BY THE AGREEMENT OF THE 30TH OF JULY, 1892, AND THE WORDS IN BRACKETS ARE THOSE ORIGINALLY IN THIS AGREEMENT BUT NECESSARILY OMITTED IN THE AGREEMENT OF THE 30TH OF JULY, 1892.]

(26) In the event of the said Company, their successors and assigns *subject to the provisions of Sec. 10 of this agreement*, ceasing at any time after the completion of the said Street Railway, to run (the) *two separate and distinct* cars (hereinbefore mentioned) over any portion of such railway *each way in the morning and evening of each day excepting Sunday* for a period of (twelve months) *two weeks* the rights and privileges of the Company over such portions of the railway shall become forfeited and of no effect.

(27) In the event of any of the present existing bridges or culverts on any of the said described streets, roads or highways, over which such railways may be constructed, not being of sufficient strength for the purpose of such railway, the said bridges and culverts shall, if necessary, be strengthened at the proper costs and charges of the said Company, their successors and assigns.

(28) The said Company shall not, without the consent of the Council, transfer or sell any portion of the franchise hereby granted to any other Company or persons, excepting the whole of such franchise is so sold or transferred.

IN WITNESS WHEREOF the said Council have caused their Corporate Seal to be hereunto affixed, and the Reeve and Clerk thereof have set their respective hands, and the said Company has signed, sealed and delivered this Indenture the day and year first above written and the President or Vice-President and Secretary thereof have set their respective hands and seals on behalf of the said Company,

SIGNED, SEALED AND DELIVERED
In the presence of

A. H. BADGEROW.
JOHN FISHER.

S. T. HUMBERSTONE, Reeve.
W. A. CLARKE, Clerk.

[L. S.]
P. W. ELLIS, Vice President.
J. BLACKLOCK, Secretary.
[L. S.]

AGREEMENT OF 30TH JULY, 1892.

[THIS AGREEMENT ONLY AMENDS SECTIONS NOS. 10 AND 26 OF THE PRIOR AGREEMENT, AND THESE AMENDMENTS ARE SHOWN AS INDICATED IN THOSE SECTIONS.]

TOWNSHIP OF YORK.



To whom it may concern:—

NOTICE is hereby given that the Municipal Council of the Corporation of the Township of York, at a meeting to be held on Monday the 6th day of March, 1893, at two o'clock p. m., at the Council Chamber, North Toronto, (Eglinton), will consider, and (if deemed advisable) pass, a by-law to authorize the Toronto and Richmond Hill Street Railway Company [Limited] to construct, maintain, complete and operate a single iron or steel railway, for the passage of cars, carriages and other vehicles adapted to the same upon and along certain streets or roads of the Municipality of the Township of York, of which the following is a copy:—

A BY-LAW (NO.)

To authorize "The Toronto and Richmond Hill Street Railway Company" (Limited) to construct, maintain, complete and operate a single iron or steel railway for the passage of cars, carriages, and other vehicles adapted to the same upon and along certain streets or roads of the Municipality of the Township of York.

WHEREAS, on the fourth day of May, 1891, a petition signed by P. W. Ellis, P. G. Close and Hector Cameron, representing themselves and others as promoters of a certain street railway company to be thereafter incorporated under the name of the "York Electric Street Railway" or other similar and suitable designation, praying that they the said petitioners and others when duly incorporated as aforesaid, may among other things be authorized and empowered to construct, maintain, complete, and operate, and from time to time to remove and change as required, a single iron or steel railway, with necessary sidetracks and turnouts for the passage of cars, carriages and other vehicles adapted to the same upon and along such of the streets or roads within the Township of York as the Council thereof may by by-law authorize, and that an agreement be entered into between the said proposed company, when duly incorporated, as provided by "The Street Railway Act," Chapter 171, R.S.O. 1887, and the said Council;

AND WHEREAS, by Letters Patent under the Great Seal of the Province of Ontario, bearing date the 8th day of August, 1891, the said petitioners and others were constituted by way of

a charter a body corporate and politic under the name of "The Toronto and Richmond Hill Street Railway Company" (Limited), being empowered, among other things, to construct, maintain, complete, and operate a single or double iron or steel railway upon and along such of the streets or roads in the Municipality of the Township of York as the Council thereof may by-law authorize;

AND WHEREAS an agreement dated the 7th day of March, A.D. 1892, and an amendatory agreement dated the 30th day of July, A.D., 1892, was entered into between the Municipal Council of the Township of York, of the first part, and the Toronto and Richmond Hill Street Railway Company (Limited), of the second part, for the purposes therein mentioned;

AND WHEREAS it is deemed expedient to grant the prayer of the petitioners and confirm the said agreement;

Be it therefore enacted by the Municipal Council of the Corporation of the Township of York:—

I

That the Toronto and Richmond Hill Street Railway Company (Limited), the successors and assigns, subject to said agreement and amendatory agreement between the said Company and the Council of the Township of York, be and is hereby authorized to construct, maintain, complete, and operate, and from time to time remove and change as required, a single iron or steel railway with necessary sidetracks and turnouts for the passage of cars, carriages, and other vehicles adapted to the same upon and along the following streets, avenues and roads in the Township of York hereinafter described, that is to say:

(a) Avenue Road, from its intersection with the northern limit of the City of Toronto, northerly, across St. Clair Avenue to Clinton Avenue.

(b) Clinton and Lawton Avenues, from Yonge Street to Forest Hill Road.

(c) Poplar Plains Road, from its intersection with the Davenport Road at the northern limit of the City of Toronto, northerly, to St. Clair Avenue, when said road is widened to 66 feet.

(d) St. Clair Avenue, from the easterly boundary of Toronto Junction, easterly, to Yonge Street.

(e) St. Clair Avenue, from the intersection with the easterly limit of Yonge Street, easterly, to Bayview Avenue, being the southerly extension of the Second Concession line or road, east of Yonge Street, in so far as this Council has jurisdiction.

(f) Forest Hill Road, from St. Clair Avenue to Eglinton Avenue; thence across Eglinton Avenue along and upon the travelled road or highway lying across the south-west corner of Lot Number One in the First Concession of the Township of York, west of Yonge Street, to the Concession Line or road between Concessions One and Two of the said Township, west of Yonge Street, and herein referred to as Bathurst Street.

(g) Eglinton Avenue, from the westerly limit of North Toronto to Forest Hill Road.

(h) Bathurst Street (being the road lying between Concessions Numbers One and Two in the Township of York, west of Yonge Street,

as aforesaid), from the intersection of Forest Hill Road with Bathurst Street, northerly, to the side line or road between Lots Ten and Eleven in the First Concession of the Township of York.

(i) Thence, easterly, along and upon said side line or road to Mason Avenue.

(j) Mason Avenue, from said side line or road between said Lots Ten and Eleven, in a south-easterly direction, to Yonge Street.

(k) Woburn Avenue, from Bathurst Street (being the road between Concessions One and Two above mentioned), easterly, to the westerly limit of the Town of North Toronto.

(l) Bridgman Avenue, from its intersection with Albany Avenue, easterly, to the Davenport Road; thence, across the Davenport Road, to the commencement of Poplar Plains Road.

(m) Huron Street, from Bridgman Avenue or Street, southerly, to the northerly limit of the City of Toronto.

(n) The road or highway lying between Lots Five and Six in the First Concession of the Township of York, east of Yonge Street, from the easterly limit of the Town of North Toronto, easterly, to the Second Concession of said Township, east of Yonge Street.

(o) The road or highway lying between Concessions One and Two in said Township of York, east of Yonge Street, from its intersection with the said road between said Lots Five and Six, southerly, to Moore Avenue.

(p) Moore Avenue, from its intersection with the last mentioned road between Concessions

One and Two, east of Yonge Street, westerly, to Alice Street; thence through the Moore Park Estate, to Glen Road and along Glen Road, to the northern limit of the City of Toronto at Rosedale, in so far as the said Council has jurisdiction.

(q) Kendal Avenue and Walmer Road, from the intersection of Kendal Avenue with Bridgman Avenue to Austin Terrace, together with the right to cross Davenport Road; thence, along Austin Terrace, to Spadina Road.

(r) Spadina Road, from the northerly limit of the City of Toronto to Forest Hill Road.

II.

That the agreement and amendatory agreement hereinbefore recited, having been made in accordance with the provisions of Section 13 of the Street Railway Act, chapter 171, R.S.O. 1897, be and the same is hereby confirmed.

III.

That this by-law shall come into force and effect on, from and after the day of the date of the final passing thereof.

All parties whose lands might be prejudicially affected by the passing of said by-law will govern themselves accordingly.

W. A. CLARKE,

Clerk of York Township.

Clerk's Office, North Toronto, Jan. 18, 1893.

NOTICE OF APPLICATION TO ONTARIO LEGISLATURE.

Notice is hereby given that an application on behalf of the Toronto and Richmond Hill Street Railway Company, (Limited), will be made to the Legislative Assembly for the Province of Ontario, at the next session thereof, for an Act to authorize the said Company to borrow money upon the credit of the said Company and to issue the bonds, debentures or other securities of the said Company, and to hypothecate, mortgage or pledge the real or personal property of the Company, to secure any sum or sums so borrowed for the purposes thereof, and to expropriate lands for the purposes of their proposed railway, and also to confirm a certain agreement entered into between the said Company and the Corporation of the Township of York, dated the 7th day of March, A.D. 1892, and a certain agreement amending the same, and also three certain by-laws respecting said Company, passed by the Council of such Corporation respectively on the 1st day of August, A.D. 1892, the 5th day of September, A.D. 1892, and the 3rd day of January, A.D. 1893, and to confirm a certain by-law of such corporation granting to said Company the franchise to construct their railway over certain roads and highways, and for other purposes.

A. E. K. GREER,

Solicitor for Applicants.

Dated at Toronto, this 16th January 1893.

